

1 DAVID H. KRAMER, SBN 168452  
Email: dkramer@wsgr.com  
2 MAURA L. REES, SBN 191698  
Email: mrees@wsgr.com  
3 WILSON SONSINI GOODRICH & ROSATI  
Professional Corporation  
4 650 Page Mill Road  
Palo Alto, CA 94304-1050  
5 Telephone: (650) 493-9300

6 ERIC P. TUTTLE, SBN 248440  
7 Email: eric.tuttle@wsgr.com  
7 WILSON SONSINI GOODRICH & ROSATI  
8 Professional Corporation  
8 701 Fifth Avenue, Suite 5100  
9 Seattle, WA 98104-7036  
9 Telephone: (206) 883-2500

10 | *Counsel for Defendants*  
GOOGLE LLC AND ALPHABET INC.

16 | *In re Google Generative AI Copyright Litigation,*

Master File Case No.: 5:23-cv-03440-EKL  
Consolidated with Case No.: 5:24-cv-02531-EKL

**DECLARATION OF PAUL J. SAMPSON IN  
SUPPORT OF DEFENDANTS' REPLY IN  
SUPPORT OF MOTION TO STRIKE CLASS  
ALLEGATIONS**

Judge: Hon. Eumi K. Lee

1 I, Paul J. Sampson, declare as follows:

2       1. I am an attorney duly licensed to practice before this Court. I am Of Counsel at the  
 3 law firm of Wilson Sonsini Goodrich & Rosati, P.C., counsel for Defendants Google LLC  
 4 (“Google”) and Alphabet Inc. (together with Google, “Defendants”) in this matter. I have personal  
 5 knowledge of the facts set forth herein and, if called as a witness, I could and would testify  
 6 competently thereto.

7       2. On January 17, 2025, Defendants filed a Motion to Strike Class Allegations, ECF  
 8 No. 98 (“Motion” or “Mot.”). Defendants explained in the Motion that, despite this Court’s  
 9 December 6, 2024 order directing Plaintiffs to “disclose all new parties, new claims, and new  
 10 allegations not included in” their previous complaints, ECF No. 77 at 2, “Plaintiffs did not disclose  
 11 any intention to modify their proposed class definition,” Mot. 4. Rather, “in response to Google’s  
 12 specific questions on the subject, Plaintiffs’ counsel stated that Plaintiffs expected the class  
 13 definition to closely mirror the definition used in the *Leovy* complaint.” *Id.* at 4-5.

14       3. Plaintiffs filed their Opposition to Defendants’ Motion to Strike Class Allegations,  
 15 ECF No. 105 (“Opposition”), on February 7, 2025. In support of the Opposition, Plaintiffs  
 16 concurrently filed the Declaration of Gregory S. Mullens in Support of Plaintiffs’ Opposition to  
 17 Defendants’ Motion to Strike Class Allegations, ECF No. 106 (“Mullens Declaration”). The  
 18 Mullens Declaration states that, following a meet and confer on December 6, 2024, “counsel for  
 19 Defendants called Plaintiffs’ counsel to ask whether Plaintiffs would be amending their class  
 20 definition,” and that “Plaintiffs’ counsel confirmed that the class definition would be amended to  
 21 reflect consolidation of the *Leovy* and *Zhang* matters.” *Id.* ¶ 3.

22       4. That is incorrect, or at least incomplete and misleading. During the December 6,  
 23 2024 meet-and-confer call, in which I participated, Plaintiffs did not disclose that they intended to  
 24 amend the class definition. In fact, Plaintiffs did not mention the class definition at all during the  
 25 meet-and-confer call at which they had been ordered to disclose all new parties, new claims, and  
 26 new allegations not included in the *Leovy* or *Zhang* complaints.

27       5. A few minutes after the December 6, 2024 meet and confer ended, I called Laura  
 28 Matson, Plaintiffs’ counsel at Lockridge Grindal Nauen PLLP. During that separate call, I

1 specifically asked Ms. Matson if Plaintiffs would be amending their class definition. Ms. Matson  
 2 stated that Plaintiffs expected the class definition would look like the definition Plaintiffs had used  
 3 in the previous *Leovy* complaint. Mr. Mullens was not on this call.

4       6.      The Parties subsequently exchanged emails in furtherance of their meet-and-confer  
 5 efforts. On December 13, 2024, the Parties met and conferred again, “this time to discuss Google’s  
 6 anticipated bases for moving to dismiss the consolidated amended complaint” as directed by the  
 7 Court. ECF No. 77 at 2. At no point before or during this meet-and-confer call did Plaintiffs  
 8 disclose any intention to significantly alter their proposed class definition or to propose a fail-safe  
 9 class. Defendants still had no idea that Plaintiffs were contemplating such changes.

10       7.      The issue of Plaintiffs’ planned new definition did not come up at the December  
 11 18, 2024 Case Management Conference in this matter because Plaintiffs had never mentioned the  
 12 new definition to Defendants.

13       8.      Defendants first learned of Plaintiffs’ substantially revised, fail-safe class definition  
 14 when Plaintiffs filed and served their Consolidated Amended Complaint on December 20, 2024.

15           I declare under penalty of perjury under the laws of the State of California that the  
 16 foregoing is true and correct. Executed on February 21, 2025, at Salt Lake City, Utah.

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By: /s/ Paul J. Sampson

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Paul J. Sampson

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[psampson@wsgr.com](mailto:psampson@wsgr.com)

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## **SIGNATURE ATTESTATION**

I, Eric P. Tuttle, am the ECF User whose ID and password are being used to file this document. In compliance with N.D. Cal. Civil L.R. 5-1(i)(3), I hereby attest that the concurrence in the filing of this document has been obtained from the other signatory.

By: /s/ Eric P. Tuttle  
Eric P. Tuttle